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Local 823



CONTRACT

between

THE CHIEF SCHOOL ADMINISTRATOR

of the

THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT

and the

**THOUSAND ISLANDS NON-TEACHING SERVICE UNIT OF THE
CSEA**

July 1, 2006 – June 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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The following items relating to the terms and working conditions of employment have been agreed upon between the Thousand Islands Central School District C.S.A. and the Thousand Islands Non-teaching Unit of the CSEA and shall be in effect from July 1, 2006 to June 30, 2008.

ARTICLE I RECOGNITION

The Thousand Islands Central School District recognizes the CSEA Local 1000, AFSCME/AFL-CIO, Thousand Islands Central School District Employees Unit, as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit occupying job classifications within the following departments:

1. Buildings and Grounds
2. Cafeteria
3. Clerical and Aides
4. Transportation
5. Custodian
6. School Nurses
7. Educational Interpreters
8. Monitors

Titles to be excluded include: Substitutes, Supervisor of Buildings and Grounds; Supervisor of Transportation; Secretary to Superintendent; Purchasing Clerk; Payroll Clerk; Clerical Assistant to the Superintendent; Cafeteria Supervisor; Head Custodian.

ARTICLE II DUES DEDUCTION

Section 1.0

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union-Sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York 12210 on a payroll period basis.

Section 2.0

The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York 12210, for the first and last payroll periods, a list itemizing the deductions of each employee.

Section 3.0

Upon the written request by the Association President the District shall supply the Association with a list of all employees in the bargaining unit showing each employee's full name, home address, job title, work location, and first date of employment. Such a list may be requested no more than twice a year and shall reflect the latest data available to the District at the time of the request.

ARTICLE III RETIREMENT BENEFIT

Section 1.0 Cost of Retirement

- 1.1 The School District shall pay the full cost of retirement for all non-teaching employees, using the 1/60 (75E) non-contributory plan.
- 1.2 Commencing July 1, 1989, the retirement plan shall be 75I.

Section 2.0 Retirement Bonus

- 2.1 Provided that the School District is notified in writing at least four months in advance of an intended retirement, an employee shall be paid as follows for unused sick days:

<u>Days</u>	<u>Buy-Out</u>
1-100	\$10/day for the first 100 days
101-150	\$30/day for the next 50 days
151-200	\$50/day for the next 50 days

Maximum Buy-out = \$5,000

ARTICLE IV HEALTH INSURANCE

Section 1.0 Eligibility Requirements

- 1.1 All employees who work 20 hours or more per week are eligible to join the School District health insurance plan. If it is possible under the School District health insurance plan in effect to continue those employees reduced in hours or salary below the eligibility requirements set forth in this Article, it will be done.

Section 2.0 Cost of Program

- 2.1 For employees who are regularly assigned to work at least 30 hours per week, the District shall pay ninety percent (90%) of the premiums for eligible single, dependent, spouse and family coverage. For employees who are regularly assigned to work at least 20 hours per week but less than 30 hours per week, the District shall pay fifty percent (50%) of the premiums for eligible employees. Eligible retirees will receive the same benefits.
- 2.2 The District shall have the option of selecting the health insurance plan carrier providing that if a new carrier is selected, the plan to be offered shall provide benefits as good as or better than the Jefferson-Lewis et al Plan.

Section 3.0 Dental Insurance

- 3.1 Those employees who work 20 hours or more per week are eligible to join the dental insurance program. For employees who are regularly assigned to work at least 30 hours per week and elect to join the Dental Plan, the District shall pay \$60 towards the premium. For employees who are regularly assigned to work at least 20 hours per week but less than 30 hours per week and elect to join the Dental Plan, the District shall pay \$30 towards the Dental premium.

Section 4.0 Internal Revenue Service - Section 125 Modified Cafeteria Plan

- 4.1 IRS Section 125 Modified Cafeteria Plan - The District shall make available a Section 125 Modified Cafeteria Plan to employees. This will include a Premium Conversion Account for the processing of health and dental insurance premiums on a pre-tax basis, and a Health Insurance Reimbursement Account and a Dependent Care Reimbursement Account for reimbursing eligible out-of-pocket medical expenses and dependent care costs.
- 4.2 All employees who contribute payment towards their health and dental insurance premiums shall be enrolled in the Premium Conversion Account under the IRS Section 125 Modified Cafeteria Plan being offered by the District.

ARTICLE V SALARY

Section 1.0 Salary Improvements 2006-2007 through 2007-2008

- 1.1 Base salaries are computed using hourly rates listed below for the various categories of employees. Each employee's 2006-07 through 2007-08 year's salary shall be computed using their 2005-06 hourly rate listed below as the base year:

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	Base	Hourly	Hourly
	Year	Rate	Rate
1. <u>Buildings and Grounds:</u>			
Custodian	\$11.35	\$11.81	\$12.28

	<u>2005-06</u> Base Year	<u>2006-07</u> Hourly Rate	<u>2007-08</u> Hourly Rate
2. <u>Cafeteria:</u>			
Assistant Cook	\$10.40	\$10.86	\$11.33
3. School Nurse	\$17.75	\$18.21	\$18.68
4. Deaf Interpreter	\$17.20 \$17.88	\$17.66 \$18.34	\$18.13 \$18.81
5. Network Administrator	\$23.05	\$23.51	\$23.98

6. SALARY SCHEDULES: Each employees' 2006-07 through 2007-08 salary shall be computed using his/her years of service in that title for placement on the appropriate step of the salary schedule below.

	<u>Step</u>	<u>2005-06</u>	<u>2006-07</u> Hourly Rate	<u>2007-08</u> Hourly Rate
a. <u>Buildings and Grounds:</u>				
Building Maintenance				
Mechanic	1 – 8		\$15.01	\$15.48
	9 – 19		\$16.46	\$16.93
	20+		\$17.86	\$18.33
Sr. Custodian	1 – 10		\$12.46	\$12.93
	11 -19		\$14.01	\$14.48
	20+		\$16.71	\$17.18
Cleaners	1 – 3	\$9.25	\$9.71	\$10.18
	4 – 6	\$9.45	\$9.91	\$10.38
	7 – 9	\$9.65	\$10.11	\$10.58
	10 – 12	\$9.85	\$10.31	\$10.78
	13 +	\$10.05	\$10.51	\$10.98
b. Teacher Aide	1 – 5		\$9.81	\$10.28
	6-10		\$9.96	\$10.43
	11-15		\$10.51	\$10.98
	16 – 19		\$11.46	\$11.93
	20+		\$11.81	\$12.28
c. Typist	1 - 3		\$12.51	\$12.98
	4 - 7		\$12.96	\$13.43
	8 - 12		\$13.26	\$13.73
	13+		\$15.56	\$16.03
d. Bus Drivers	1 – 3	\$15.25	\$15.71	\$16.18
	4 – 6	\$16.00	\$16.46	\$16.93
	7 – 9	\$16.50	\$16.96	\$17.43
	10 – 12	\$17.20	\$17.66	\$18.13
	13 – 15	\$18.55	\$19.01	\$19.48
	16 +	\$19.30	\$19.76	\$20.23
e. Auto Mechanic	1 – 8		\$15.01	\$15.48
	9 - 19		\$16.46	\$16.93
	20+		\$17.36	\$17.83
f. Food Service Workers/ Cafeteria Monitors	1 – 3	\$7.95	\$8.41	\$8.88
	4 – 6	\$8.15	\$8.61	\$9.08
	7 – 9	\$8.35	\$8.81	\$9.28
	10 – 14	\$9.15	\$9.61	\$10.08
	15 +	\$9.85	\$10.31	\$10.78

Section 2.0 Starting Salaries

Starting salary rates for each title covered by the bargaining unit shall be developed by the District. In no case shall such rates exceed the rate paid to any current employees in the particular title. Such rates shall be developed such that there are two rates for each title; one for employees hired with no credited experience and a second for those employees hired with credited experience. It is understood that the option to credit or not credit for experience shall reside solely with the District.

Section 3.0 Meals

3.1 Bus driver only on away trips:

If a driver is outside the District on an "away" trip for the entire length of time listed below (excluding regularly scheduled runs to Watertown), s(he) shall be entitled to meal reimbursement as per schedule below:

Breakfast	7 A.M. to 9 A.M.	\$5.00
Lunch	11 A.M. to 1 P.M.	\$7.00
Dinner	5 P.M. to 7 P.M.	\$10.00

Tips on submitting valid receipts for meal reimbursement: They must clearly indicate the vendor name and date of transaction. Also the time of the transaction is preferred. They must be for the purchase of a meal. A meal is defined as that portion of food served and eaten at one sitting in order to satisfy one's appetite. The receipt must not be for what appears to be groceries, which is defined as foodstuffs (raw material of food before and after processing), meats, produce, dairy products, and household supplies intended for consumption over a period of time. No sales tax will be reimbursed. Each receipt should be for one meal only.

Section 4.0 Uniforms

- 4.1 Uniforms will be provided for bus mechanics, cleaners, custodians, and building maintenance mechanics.
- 4.2 In enforcing the OSHA regulations pertaining to Personal Protective Equipment, the District will provide up to \$100 per school year towards the purchase of steel toed shoes at a vendor chosen by the employee for all Bus Mechanics and Buildings and Grounds staff. Any one of these employees who does not wear steel toed shoes on the job may be sent home without pay. The District will provide all protective safety equipment as identified in the Job Hazard Assessments for each job.
- 4.3 Prescription safety glasses will be provided to Building Maintenance Mechanics. Such expenditures must be approved by the District prior to purchase.

Section 5.0 Bus Drivers

- 5.1 Special trips that exceed one hour will be computed to nearest ¼ hour.

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Actual Driving Time Hourly rate	\$15.20	\$15.66	\$16.13
Waiting Time- hourly rate	\$ 9.50	\$ 9.73	\$ 9.97

Overnight bus trips pay up to 12 hours per day. A driver who drives any away trip during the school day shall have the hours he would drive regular runs deducted from his total hours on the away trip. A regular run for these purposes would be computed at one hour.

- 5.2 Practice trips (taking students to or from school for such activities as athletic practices, band events, dances, detention, extra help, etc.)

Per Trip Practice Rate	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	\$17.10	\$17.80	\$18.50

- 5.3 Bus Drivers' NYS Mandated Workshops - per session rate

	<u>2006-07</u>	<u>2007-08</u>
	\$20.00	\$20.00

Section 6.0 Cafeteria Personnel

- 6.1 The District will pay for expenses of cafeteria workers to attend workshops when directed by the School Lunch Manager.
- 6.2 Banquets - For any banquet the District requires cafeteria personnel to work, employees will be guaranteed a minimum of 4 hours work at \$9.50 per hour. Additional hours beyond the 4 hours will be compensated accordingly. To insure equitable distribution of banquet work, the District will develop a rotating roster of the names of all cafeteria personnel and they will be expected to work that event when their turn comes on the roster.
- 6.3 For the 2006-07 school year, the District will provide Five (5) tops for each employee in the Cafeteria Department.

<u>Section 7.0 Stipends</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Building Checks	\$3,000	\$3,120	\$3,250
Pool Supervisor	\$2,000	\$2,080	\$2,170
Night Supervisor	\$1,600	\$1,660	\$1,730
Cleaner Supervisor	\$2,720	\$2,830	\$2,950
CSE Stipend	\$1,090	\$1,130	\$1,180

Section 7.1 Third Shift Stipend:

A 10% stipend shall be paid to cleaner(s) after the completion of the third shift calendar assignment.

Section 8.0 Inclement Weather

On days when school is closed or delayed due to inclement weather, clerical employees will not be docked pay for hours missed due to the closing or delay of school.

ARTICLE VI LEAVES

Section 1.0 Sick Leave

- 1.1 Non-teaching (full time) personnel shall be entitled to fifteen (15) days sick leave per year, cumulative to a maximum of two hundred (200) days. After three consecutive working days of absence, the School District may request a doctor's certificate to establish proof of illness.
- 1.2 The School District shall notify each employee once a year the number of sick days accrued.

Section 2.0 Personal Leave

- 2.1 Three (3) days per year, non-cumulative, shall be granted as personal leave. This leave may be used to conduct business transactions not possible after school hours, funerals not covered under sick leave policy, and extraordinary circumstances. This leave is not intended for vacation or recreation purposes.
- 2.2 These days shall be granted automatically and no reason for absence other than the identification "personal leave" shall be required of the employee as long as the Superintendent is notified of the employee's intent to absent himself at least forty-eight (48) hours prior to the time of said absence. At his discretion the Superintendent may waive said forty-eight hour requirement.
- 2.3 Requests received with less than forty-eight (48) hours notification **shall** include a reason and may be granted at the discretion of the Superintendent.
- 2.4 Personal leave immediately before or after a holiday or vacation period shall be granted only for emergency situations and must include a reason.
- 2.5 Unused personal leave will be added to the employee's unused accumulated sick leave at the end of the school year.

Section 3.0 Sick Leave Bank

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned or prolonged serious illness. The Sick Leave Bank will be administered according to the guidelines below.

1. In addition to all employees in the bargaining unit, employees holding titles classified as confidential, supervisory, and teacher assistants are eligible for membership.
2. Application for membership must be made in writing by the 2nd payroll. Membership will be effective that school year. A new employee may apply for membership within 30 days after commencing work.
3. An initial contribution of three (3) days and an annual contribution of one (1) day per year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
4. When the total accumulation of days in the bank reaches 400 or more, no further annual contributions will be necessary to continue membership in the bank. When the bank falls below 400 days, annual contributions will begin again, the following school year.
5. Days contributed to the Sick Leave Bank are non-refundable.
6. Persons wishing to terminate membership in the Sick Leave Bank must notify the Sick Leave Bank Committee in writing. Termination of membership must be accomplished prior to July 1 of any given year. They will lose all rights to sick days contributed to the bank.
7. Before a member can draw on the Sick Leave Bank all of his/her personal sick leave must have been exhausted.
8. Waiting Period - After exhausting his/her personal sick leave, and their request has been accepted by the sick leave committee, the employee must wait: 5 work days before using sick bank days if his/her sick leave accumulation was 100% - 75% of the max accumulation possible; 10 work days if his/her sick leave accumulation was 74% - 50% of max accumulation possible; 15 work days if his/her sick leave accumulation was 49% - 0 of maximum accumulation possible. Calculation is based on number of accumulated days available when illness commenced.
9. Benefits can be granted only for an unplanned or prolonged catastrophic illness. Ordinary, voluntary disabilities or elective surgery are excluded except in the case of extreme or prolonged complications.
10. Benefits received from the bank will not have to be repaid.
11. Maximum benefits for any one individual shall not exceed 60 days or 15% of the bank whichever is less. Benefits will be granted based on the number of days available in the bank during the school year.
12. Benefits will apply only to days on which the member could have normally worked.
13. Applications for benefits submitted to the Sick Leave Bank Committee must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.

14. Benefits may be drawn from the bank by any one member only once in a given school year.
15. All applications for benefits will be reviewed by the Sick Leave Bank Committee and they shall make a recommendation to the Superintendent who will make the final determination of the number of days to be granted to the applicant.
16. The Superintendent may require a member requesting and/or receiving benefits, to submit to a physical examination by a doctor of the District's choice.
17. Retirees may not contribute their unused sick leave to the Bank.
18. The Sick Leave Bank Committee shall be composed of (2) Administrative members and (2) bargaining members. Each committee member shall serve for a period of (3) years. Only members of the bank will be eligible for membership on the Committee.
19. Payment will be at the per diem rate of the employee using sick bank days.

ARTICLE VII CONTRACT DATE AND HOURS

Section 1.0 Clerical Employees

- 1.1 The clerical employees' work day may end at 3:30 p.m. on Fridays unless work or presence in the building requires remaining to 4:00 p.m. However, one clerical employee (on a rotating basis) in each office must remain until 4:00.

Section 2.0 CSEA Meeting Time

- 2.1 All CSEA members will be allowed time for meetings called by the CSEA President provided the time is made up on the same date as the meeting and that no other activity is taking place that so requires the employees' presence.

ARTICLE VIII PAID HOLIDAYS

The following days are paid holidays for 12 month employees only.

- | | |
|--|-----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. Presidents Day | 10. Thanksgiving Day |
| 4. Good Friday* | 11. Day after Thanksgiving |
| <i>(*provided that school is not in session)</i> | 12. ½ Day before Christmas |
| 5. Memorial Day | 13. Christmas Day |
| 6. Independence Day | 14. ½ Day before New Year's |
| 7. Labor Day | |

Employees will be paid time and one-half if services are required on these days.

ARTICLE IX VACATIONS

Section 1.0 Vacation Benefits

1.1 12 month CSEA employees:

Year one: A new employee will be allowed one day of vacation after the completion of each full calendar month of employment. This can accumulate to a maximum of 10 days in the school year (July-June) in which the employee is hired. If a new employee starts employment on a date other than the first of a month, that month will not count in the calculation of allowed vacation days.

Year two: The second school year the employee will earn one day of vacation after the completion of each full calendar month of employment. This can accumulate to a maximum of 10 days in the second school year of employment (July – June).

	DAYS
Years 3 through 5	10
Year 6	11
Year 7	12
Year 8	13
Year 9 and 10	14
Year 11	15
Year 12 and 13	16
Year 14 and 15	17
Year 16 and 17	18
Year 18 and 19	19
Year 20 – 25+	20

- 1.2 Twelve month clerical employees hired prior to July 1, 1992 shall be granted a minimum of 18 vacation days while retaining such position.
- 1.3 Summer work hours for clerical employees shall be one hour less than hours worked while school is in session.
- 1.4 Clerical 12 month employees shall take vacations during normal school vacation times when school is not in session. Whenever possible, the dates of vacation shall be mutually agreed upon. The final decision, however, rests with the Administration.

ARTICLE X EMPLOYEE CLASSIFICATION

All employees will be entitled to the following paid sick leave and personal days:

<u>Hours Worked Per Day For Base Assignment</u>	<u>Employee Work Day Benefits Per Year</u>
Less than 4	4 sick - 1 personal
4 to Less than 5	7 sick - 1 personal
5 to Less than 6	9 sick - 1 personal
6 to 8 Hours/Day*	15 sick - 3 personal

* Any bus driver with an A.M. and a P.M. run who works at least 4 hours per day will also receive 15 sick - 3 personal days per school year.

ARTICLE XI SENIORITY

Section 1.0 Vacancies and Promotions

When a vacancy occurs, the following procedure shall prevail:

- 1.1 Each employee within their general job classification; i.e., maintenance, cafeteria, bus driver, and clerical shall be notified of openings within their category by a general posting at each department.

No administrative action will be taken to fill the position on a permanent basis within five days of the official notification of such vacancy.

- 1.2 Consideration will be given the most senior employee within the Civil Service classification, provided s(he) meets the qualifications as determined by the Chief School Officer.
- 1.3 The President of the CSEA unit will be notified in writing of all job vacancies and promotions within the bargaining unit.

Section 2.0 Layoffs/ Recall

- 1.1 In the event of a layoff of full time unit members, such layoffs shall be accomplished by the employment of the least senior unit member within a given title. Seniority shall be defined as the length of continuous employment with the Thousand Islands School District in the title affected.
- 1.2 Recall shall be in the inverse order of layoff of the full time unit members. A unit member shall remain on the active recall list in the title from which he/she was laid off for a period of two years from the time of the layoff. A unit member shall forfeit these rights to recall if he/she refuses to accept a position that is offered to them from the title from which they were laid off.
- 1.3 Any proposed layoffs/ recalls will be discussed with the Union President prior to implementation.

ARTICLE XII WORK WEEK

Section 1.0 Aides, Cafeteria and Clerical Employees

- 1.1 The normal week for aides, cafeteria, and clerical employees will be five consecutive days, Monday through Friday.

Section 2.0 Mechanics, Custodians

- 2.1 The work week for custodians and mechanics shall be 40 hours per week. Saturday hours, when assigned by management outside the employee's normal regular 40 hour week, shall be paid at time and one-half. Management reserves the right to assign a work week of other than Monday through Friday.

Compensatory time may be given in lieu of overtime payment if allowed by law and as determined by the Superintendent.

- 2.2 Call back time shall be a guaranteed minimum of 2 hours.

ARTICLE XIII MILEAGE

Section 1.0 Use of Automobile for School Business

- 1.1 All employees required to use their own automobile for school business will be reimbursed at the current IRS rate.
- 1.2 Employees who use their personal automobile on approved school business, will be paid mileage for the trip between school buildings only.

ARTICLE XIV OVERTIME

Section 1.0 Assignment of Overtime

- 1.1 Overtime will be assigned according to a rotating list on the basis of seniority. Care will be given to assigning overtime as equally as possible.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1.0 Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2.0 Definition

- 2.1 A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2.2 An "employee" is any person in the unit covered by this agreement.
- 2.3 An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted by the Association.

Section 3.0 Submission of Grievances

- 3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- 3.2 Each grievance shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 3.3 A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

Section 4.0 Grievance Procedure

4.1 Immediate Supervisor

The immediate supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Superintendent of Schools.

4.2 Superintendent

The Superintendent shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.

Section 5.0 Advisory Arbitration

- 5.1 In the event the Association is not satisfied with the response of the Superintendent, it may, within fifteen (15) days after receiving that statement, refer the grievance to advisory arbitration by requesting that the American Arbitration Association or Federal Mediation and Conciliation Service provide lists of arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.
- 5.2 Upon receipt of the list of arbitrators, a designee of the Superintendent and the Association shall submit names acceptable from the list until one is ultimately mutually designated as the arbitrator.
- 5.3 The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which are binding on the parties, or require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement, in his/her advisory opinion.
- 5.4 The cost for the services of the arbitrator or agency will be borne equally by the District and the Association.
- 5.5 The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available. The same grievance may not be resubmitted to arbitration due to an advisory opinion against the Association.

Appeal to Board of Education

The Superintendent or the Association may appeal the advisory arbitration award to the Board of Education within 15 days of receipt. The Board, in executive session, may confirm the arbitrator's advice, or reject it.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 1.0

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Before the Board

adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board within five (5) school days after receipt of said notice.

Section 2.0

If any provision of this agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Section 3.0

In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of the agreement shall continue in effect.

Section 4.0

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 5.0 Special Provision -Tool Replacement

5.1 The District will insure all mechanic-owned tools used on school premises. The mechanic will provide an annual inventory to the District.

Section 6.0

After ratification of the contract by both parties, the School District will notify the employees of their salary rate and seniority standing.

Section 7.0 Payroll - Direct Deposit

All employees will have their entire net paychecks electronically deposited into a bank account of their choosing. Employees must inform the District of the bank account number into which their net payroll earnings will be electronically deposited.

ARTICLE XVII LABOR MANAGEMENT MEETINGS

Section 1.0 Rationale

It is deemed desirable to create a forum where management and labor can openly and informally discuss problems, and hopefully develop resolution of mutual concerns that fall typically outside of contractual agreements.

The goal of better understanding between parties, if achieved, should profit labor and management, and the entire educational program offered by Thousand Islands Central School.

Section 2.0 Meeting Dates

Labor management meetings shall be held at least quarterly during the school year. These meetings shall be so ordered that the time and place is mutually acceptable to all parties.

Where one party specifically requests discussion regarding one or several agenda items, they shall submit such a notification of interest to the other party at least two weeks prior to the meeting date; it being a desirable goal that both parties be adequately prepared to discuss issues of mutual concern.

ARTICLE XVIII
AGREEMENT BETWEEN PUBLIC EMPLOYERS
AND EMPLOYEE ORGANIZATIONS
(Section 204 - a, Civil Service Law)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the thirteenth day of November, 2006.

For the CSEA, Local 1000.
Thousand Islands CSD Employees Unit:

Deane Dickerson
Unit President

Thomas M. Cuppe
Collective Bargaining Specialist

Mary Paul
CSEA Executive Committee Bargaining Member

John J. Santoro
CSEA Executive Committee Bargaining Member

John J. Santoro
CSEA Executive Committee Bargaining Member

Walter J. Taylor
CSEA Executive Committee Bargaining Member

Jennie Boncl
CSEA Executive Committee Bargaining Member

Patricia J. Hudson
CSEA Executive Committee Bargaining Member

For the Thousand Islands
C.S.D.:

John S. Heth
Superintendent of Schools

Grievance No.

GRIEVANCE RESPONSE

1. NAME OF GRIEVANT

2. NAME OF RESPONDER

POSITION

RESPONSE TO GRIEVANCE:

SIGNED

DATE

INITIAL APPLICABLE STATEMENTS

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next stage.

SIGNATURE OF GRIEVANT

DATE

APPENDIX A

GRIEVANCE FORM

Date for Filing _____

Stage

1) Immediate Supervisor

2) Superintendent

1. GRIEVANT

2. POSITION

SCHOOL

3. CONTRACT PROVISION(S) ALLEGED VIOLATED

4. TIME, DATE, PLACE OF OCCURRENCE

5. STATEMENT OF THE GRIEVANCE (include events and conditions of the Grievance and persons responsible)

6. REDRESS SOUGHT

7. I WILL WILL NOT BE REPRESENTED BY THE ASSOCIATION

Date Submitted

Signed by Grievant

Date Received

Position

